IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Arbitration Case No.242 of 2006

Date of Decision: April 25, 2007

M/s Chandigarh Distillers & Bottlers Ltd. ....Petitioner

through Mr.Karamjit Verma , Advocate

v.

The New India Assurance Company Limited ....Respondent

through Mr.Ashwani Talwar, Advocate

CORAM: HON'BLE MR.JUSTICE VIJENDER JAIN, CHIEF JUSTICE

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1. Whether Reporters of Local Newspapers may be allowed to see the judgment?

2. To be referred to the Reporters or not?

3. Whether the judgment should be reported in the Digest?

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VIJENDER JAIN, CHIEF JUSTICE (ORAL)

Arbitration clause is admitted. Notice invoking the arbitration clause was issued by the petitioner on 13.10.2005 which is at page 99 of the paper-book.

Learned counsel for the respondent has contended that the petitioner has accepted the payment on 16.9.2005 as full and final payment. However, my attention has been drawn to a letter dated 16.9.2005 written by the petitioner at page 95 of the paper-book, wherein the petitioner has taken the stand that the payment was accepted under protest. Therefore, the claim of the petitioner is still alive.

Although the stand of the petitioner is that it has supplied a

vacancy, however, in view of the fact that the respondent has failed to supply the vacancy, it would be appropriate if an independent sole Arbitrator is appointed. Learned counsel for the parties state that Justice G.C.Mittal (retired Chief Justice) be appointed as the sole Arbitrator.

In view of the matter and with the consent of the parties, I appoint Justice G.C.Mittal (retired Chief Justice) as the sole Arbitrator to adjudicate upon all the disputes between the parties.

The Arbitrator shall fix his own fee.

The intimation of appointment be sent to the Arbitrator.

Parties to appear before the Arbitrator on 19.5.2007 at 4.00 P.M.

Petition stands disposed of.

(VIJENDER JAIN)
CHIEF JUSTICE

April 25, 2007

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